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AMENDMENT
TO
RESIDUE PURCHASE AGREEMENT

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STATE OF MISSOURI
COUNTY OF ST. LOUIS
FILED FOR RECORD

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RECORDED BY

That certain Residue Purchase Agreement dated as of June 9, 1967 between Commercial Discount Corporation ("Seller") and Cotter Corporation (N.S.L.) ("Buyer") is hereby amended by adding the following paragraphs to said Agreement:

"18. Seller agrees that commencing March 6, 1968 Seller shall dry residue as described herein prior to delivery to the rail carrier by processing the residue through the drying equipment located on the Seller's owned and rented premises at 9200 Latty Avenue, Hazelwood, Missouri as of January 24, 1968 plus all supplementary equipment acquired by Seller in accordance with paragraph 19 hereof. Buyer hereby further agrees that Seller does not in any way warrant or guarantee the moisture content of any shipped residue, however Seller hereby agrees to use its best efforts to obtain a moisture content in shipped residue not in excess of that which would normally result from drying residue of the type described herein utilizing the equipment described herein and processing said residue at an equipment utilization rate of approximately 560 tons per day, said 560 ton utilization rate being set forth solely as a standard of measure for drying purposes and not as a quantity requirement for processing.

19. Seller hereby further agrees that it will supplement the drying equipment located on its premises at 9200 Latty Avenue,

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Hazelwood, Missouri as of January 24, 1968 by purchasing a pan conveyer, a bulldozer and a small tractor-loader all as described in Exhibit "A" attached hereto and made a part hereof. In addition, Seller hereby agrees that it will purchase such other equipment and/or modifications of existing equipment as Seller deems necessary to put the drying facility into operation, provided, however, that Seller shall not purchase additional equipment which will result in expenditures in excess of \$10,000.00 after giving effect to reasonable estimates of the resale value of such other equipment and/or modifications at the termination of this Agreement.

20. Buyer hereby agrees that with respect to deliveries of residue made on and after March 6, 1968 Buyer shall pay to Seller, in addition to all other amounts set forth in this Agreement, an "additional payment" equal to 25¢ per pound of U_3O_8 , payment and calculation of said additional payment to be made to Seller in accordance with subparagraphs (a) and (b) of paragraph 6 of this Agreement provided, however, that "additional payments" herein provided for shall not be included as payments in determining whether 90% of settlement lot value has been paid by Buyer.

21. Seller hereby agrees to sell and Buyer hereby agrees to purchase all of the equipment described in Exhibit "A" attached hereto and made a part hereof including any equipment of like kind and value which Seller may substitute for any equipment described in Exhibit "A" (hereinafter called the "equipment") for a purchase

price of \$232,000.00 F.O.B. 9200 Latty Avenue, Hazelwood, Missouri.

22. Seller hereby agrees that it shall apply towards the purchase price of the equipment as set forth in paragraph 21 hereof an amount equal to the amount of additional payments described in paragraph 20 hereof received by Seller to the extent thereof. In the event said additional payments as described in paragraph 20 hereof shall exceed the sum of \$232,000.00, Seller shall return said excess amounts over \$232,000.00 to Buyer. In the event said additional amounts as described in paragraph 20 hereof shall be less than \$232,000.00, Buyer hereby agrees to pay the balance of the aforesaid purchase price at the time it accepts delivery of the equipment. Buyer hereby agrees to accept delivery of the equipment at 9200 Latty Avenue, Hazelwood, Missouri within 10 days after receiving written notice from the Seller that Seller is ready to deliver the equipment which notice shall be given within 60 days after the Seller has made the last shipment of residues referred to in the Agreement.

23. Seller has full power and authority to sell, transfer and deliver the equipment to Buyer and has no liabilities or claims against it, whether absolute, accrued, contingent or otherwise, which would create a lien against the equipment.

24. Seller shall execute and deliver to the Buyer such bills of sale or other instruments of title as may be required to vest good and marketable title to the equipment in Buyer, free and clear of all liens and encumbrances.

25. Seller shall pay or cause to be paid at its sole cost all sales taxes, use taxes or transfer taxes which may be imposed on the transfer of the equipment to Buyer. Seller shall pay or cause to be paid all personal property taxes assessed against the equipment for all years prior to the year in which the equipment is transferred to Buyer. The personal property taxes assessed against the equipment for the year in which the equipment is transferred to Buyer shall be prorated between Seller and Buyer as of the date when Buyer accepts delivery of the equipment, or is obligated to accept delivery thereof, pursuant to paragraph 22 of this amendment to the Agreement.

26. Seller represents that on the date of this amendment the equipment now owned by Seller is in good operating condition free of any defects except such minor defects as will not substantially interfere with the continued use thereof for the purposes contemplated by this agreement, and that such equipment will be in such condition when Buyer accepts delivery thereof, ordinary wear and tear excepted. Seller makes the same representation with respect to any supplemental equipment acquired by Seller hereunder.

27. Until Buyer accepts delivery of the equipment, or is obligated to accept delivery thereof, pursuant to paragraph 22 of this amendment to the Agreement, Seller shall assume all risks of loss due to theft, fire, explosion, flood or other casualty. If the equipment is lost or destroyed in its entirety

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the force majeure paragraph (11) of the Agreement shall apply. If the equipment is partially lost, damaged or destroyed, but can still be used in the manner and for the purposes contemplated by this agreement, the purchase price of the equipment shall be reduced by an amount equivalent to such partial loss, damage or destruction, and Buyer shall be entitled to a refund or a credit against any sums owing by Buyer to Seller in an amount equal to any additional payments made by Buyer under paragraph 20 in excess of the reduced purchase price. The loss or destruction of the equipment or damage suffered thereto shall not relieve Seller of its obligation to dry the residue in the manner provided in paragraph 18."

Paragraphs 18 through 27 of the Agreement as hereby amended shall become effective when this Amendment is executed by both parties in the spaces provided below.

Agreed to and accepted as of this

24th day of March, 1968.

COMMERCIAL DISCOUNT CORPORATION
(Seller)

By *D. P. Marcott*

Agreed to and accepted as of this

25th day of March, 1968.

COTTER CORPORATION (N.S.L.)
(Buyer)

By *David P. Marcott*

STATE OF NEW MEXICO)
COUNTY OF CHAVES) ss

The foregoing instrument was acknowledged before me this 11th day of June, 1969, by David P. Marcott, Executive Vice President of Cotter Corporation, a New Mexico corporation, on behalf of said corporation.

Witness my hand and official seal.



Anna Lou Wagner
Notary Public

Commission expires:
October 12, 1972

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EXHIBIT "A"

- 1 Barber-Greene Model 838 Rotary Drive S/N 838X106 with 75 HP TEFC Motor
- 1 Barber-Greene 24" x 55' conveyor lattice steel frame with 7½ HP Motor drive through a speed reducer
- 1 Barber-Greene 24" x 63' portable conveyor steel channel and angle driven by a 7½ HP motor through a speed reducer
- 1 Hauck Model 1275-BX combination burner - spec. no. T1748 with size 317 Clarage Blower s/n 2659-AB driven by 60 HP N.A. Motor S/N 3398051001 and Fisher Gas Regulator S/W 4437127
- 1 Barber-Greene Model 858 dust dry collector S/N 858X106
- 1 Barber-Greene Model CN70 dust wet collector S/N CN70X189
- 1 LeTourneau Westinghouse Model D Turnapull S/N S-92622-DM6-E
- 1 LeTourneau Westinghouse Model D Turnapull S/N S-92599-DM6-D
- 1 Spray pump and (2) supply tanks for Silicon spray with 1/3 HP Motor #L6697
- 1 Pan conveyor 24" x 6' with drive and 7½ HP Motor
- 1 Bulldozer
- 1 Small Tractor-Loader

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END OF DOCUMENT